

RFP 201701001 Questions		
Question Date	Question	Answer
2/17/2017	I am working with the owner of an existing building here in Orono that could meet the state's requirements for this Request for Proposal. The tenant of the 50,000 sq. ft. building recently announced that they would be leaving the facility and laying off 109 employees. While reviewing the RFP online, I learned that there was a required pre-bid conference held on Feb. 7th. As I was only made aware that the current tenant was leaving at about that same time period, the property owner/developer was not aware of the required meeting. Does the Bureau of General Services have the discretion to determine whether a variance from the RFP specifications can include not attending a pre-bid conference? They would certainly be able to submit a proposal by the March 28th deadline.	As a condition of the bidding process all interested parties must attend a pre-bid conference.
2/20/2017	What are the specifications for the loading dock?	This will be used for loading and unloading large quantities of supplies furniture, equipment etc. The opening should be large enough to off load a standard 4 X 4 pallet through double doors.
2/20/2017	The RFP calls for 40,000 s.f. +/- How much or less space than 40,000 sq. ft. would be acceptable to the state?	The final sf amount will be determined through the preliminary fit plan developed illustrating how the facility proposed meets the agency's space needs prior to lease signing.
2/20/2017	Does the Bureau of General Services add up the gross rent for all the years together to determine the total bid cost or is there a discount rate used to adjust the rent over time in determining total cost or is there some other method for determining total cost What is the precise formula for determining total cost?	Cost will be based on the total cost over the total length of the lease. The scoring formula is: (lowest submitted cost proposal / cost of proposal being scored) x (35 points available) = pro-rated score
2/20/2017	The RFP calls for 40,000 +/- SF yet the space plan is for 37,392 SF. Should the price per SF on the bid forms be based on 40,000 SF or 37,392 SF?	The price per square foot needs to be based on the rentable square feet of the individual proposal. However, the amount of sf proposed must adequately fit the agency with the requested support space.
2/20/2017	What are the dates for: - Bid awarded - Lease signed - Substantial completion - Final completion - Rent commencement date	The bid should be awarded on or around May 1, 2017, we would like to have a lease signed by June 1, 2017, we need the commencement date to be August 31, 2018.
2/20/2017	Does the Bureau of General Services expect architectural and engineering plans to be complete prior to lease signing or after lease signing.	A preliminary fit plan will be developed to illustrate how the facility/space proposed meets the agency's space needs prior to lease signing.
2/21/2017	Can a proposal be framed in the context of an entity to be formed (with appropriate identification of the party principals)?	Yes
2/21/2017	In the case of a Developer/Contractor bidder, can the "selection of a contractor" be satisfied by substituting "sub-contractors" for "contractor" combined with a commitment that approximately 75% - 80% of the work will be bid in "a manner to ensure that the selection process accords equal opportunity and appropriate consideration to...a- all who are capable of meeting the specifications ...at a reasonable/competitive cost"?	Yes
2/21/2017	Appearing throughout the RFP are references to "cost[s]" and/or "expense[s]" used somewhat variously interchangeably. Please disambiguate and confirm the intended meaning of each instance	The words "cost[s]" and/or "expense[s]" in this RFP are interchangeable.
2/21/2017	What is the DHHS program specific "appropriate quantity" requirement of ADA parking?	It's the number of Handicap Accessible Spaces required to conform with ADA Standards plus DHHS typically requires additional Handicap Accessible Spaces but those additional will come from the total number of General Parking Spaces requested.
2/21/2017	What is the DHHS user program specific "appropriate" signage?	We don't fully understand the question. However, the Landlord is responsible for a marquee sign on the exterior of the facility or a free standing sign plus all interior life safety, ADA, bathrooms, etc. Signage. The allowance will be used for DHHS interior signage, offices, conference rooms, break rooms, storage, supply, etc.
2/21/2017	REQUIREMENTS - 3a. Experience. In the case of sub-contractor bidding (No. 2 herein), the sub-contractors cannot be identified until the sub-contractors are selected. Consistent with an affirmative response to Item Number 2 above and experience qualifications, please acknowledge understanding and agreement.	We look primarily at the Principles, Architects and the General Contractor. However, we take into consideration all trades/companies listed in each proposal who will be a part of the construction team and score them appropriately.
2/21/2017	REQUIREMENTS - 4. Cost - Initial term, Base Rent, Rent Definition. As used and intended in the RFP, please define explicitly the terms "Modified-Gross" and "NNN"?	"Modified-Gross" is a full gross rent for the first year of occupancy, except for separately metered interior electricity paid directly to the utility company by the State. The "Modified-Gross" begins when the operating costs listed (Fuel for Heat, Water and Sewer, Real Estate Taxes, Electricity for HVAC-Hot Water-Exterior Lighting, insurance, HVAC preventative maintenance, Snow Removal/Salting/Sanding/Shoveling, Custodial/Janitorial and Property Management) for the first year of occupancy (Base Year) are weighed against those same costs for the second year and the difference between the two (operating cost escalation, capped ± at 5% annually), the State will reimburse the Lessor throughout the term of the lease unless costs decrease. "NNN Lease" is a base rate plus the State is responsible for the cost of Fuel for Heat, Water and Sewer, Electricity for HVAC-Hot Water-Exterior Lighting, insurance, HVAC preventative maintenance, Snow Removal/Salting/Sanding/Shoveling, Custodial/Janitorial and Property Management). Real Estate Tax is the responsibility of the Lessor but increases over the term are reimbursed annually.
2/21/2017	REQUIREMENTS - 4. Cost - Rent Definition. Consistent with the definitions requested in Number 8 herein, please confirm that the items to be included in the proposed rent shall be "Fuel for Heat, Water and Sewer, Real Estate Taxes, Electricity for HVAC-Hot Water-Exterior Lighting, interior maintenance, parking related expenses (if any), insurance, HVAC maintenance and energy costs, common area maintenance, Snow Removal/Salting/Sanding/Shoveling, Custodial/Janitorial and the Allowance for Interior Department Signage, Honeywell Proximity Card Reader System". Also; please confirm the requirements to do with the Honeywell Proximity Card Reader System to be included in the rent not included in Note 1 following. Additionally, please confirm what is included as "parking related expenses (if any)". Additionally; please enumerate insurance requirements.	This refers to a "Modified Gross" structured Lease; the only item not to be included in the base rent would be interior, separately metered electricity for lighting and plug load. Rent must include but not limited to "Fuel for Heat, Water and Sewer, Real Estate Taxes, Electricity for HVAC-Hot Water-Exterior Lighting, interior maintenance, parking related expenses (if any), insurance, HVAC maintenance and energy costs, common area maintenance, Snow Removal/Salting/Sanding/Shoveling, Custodial/Janitorial and the Allowance for Interior Department Signage, Honeywell Proximity Card Reader System". The awarded vendor must pay up to \$100,000 for the Honeywell Proximity Card Reader System and Interior Department Signage as explained in the RFP. That cost/expense must be included in the price per square foot. The Lessor shall submit substantiating documentation, in the form of invoices, for all allowances. In the event the State does not use all of an allowance, said balance may be used for tenant improvements or as a credit against the rent during the first year of the lease term. Parking related expenses would be any cost/expense over free parking such as monthly permit parking, municipal metered parking, etc. All Insurance requirements are; Each bid must have a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.
		If awarded the lease, the Lessor must carry the following insurance during the Term of this Office Lease and any renewal term and extension thereof; (i) Workers' compensation insurance, as required by Maine law, covering Lessor and Lessor's employees; (ii) "All Risk" insurance (including, without limitation, fire and extended coverage) on the Leased Premises in an amount equal to the replacement value of the Leased Premises; (iii) General liability insurance, with limits of not less than two million dollars (\$2,000,000) per year and one million dollars (\$1,000,000) per occurrence; provided, however, that Department may specify higher limits, which higher limits shall be procured by Lessor within sixty (60) days after they are specified by the Department. Such general liability insurance (i) shall pertain specifically to the Leased Premises and shall not include other locations owned, leased, operated or maintained by Lessor; (ii) shall include as an additional insured any person undertaking any of Lessor's obligations hereunder; and (iii) shall further include contractual coverage for Lessor's indemnification obligations contained in this Lease; (iv) Automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is \$1,000,000 of any one accident or loss; and (v) All such insurance shall be written by reputable, financially responsible insurance carriers licensed to do business in Maine. At the commencement of the Term, and annually thereafter, Lessor shall have Lessor's insurance carrier(s) furnish Department with certificate(s) evidencing that all insurance required by this Lease has been secured and is being properly maintained. These certificates shall also specify the name(s) of the insurance carrier(s), policy number(s) and expiration date(s). Such policies also shall provide that in the event of cancellation or substantial change prior to expiration or termination of this Lease, Department will be given not less than thirty (30) days prior written notice by certified or registered mail of such cancellation or change. Lessor shall, on request, permit Department to examine original insurance policies;